

**IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA**

Petitioner: _____

and

Respondent: _____

Civil Action File No.: _____

**FINAL JUDGMENT AND DECREE OF DIVORCE WITH MINOR CHILDREN
(WITHOUT SETTLEMENT AGREEMENT)**

This action came before the Court for trial on _____, 20____. The Plaintiff appeared *pro se*. The Defendant also ☐ appeared/ ☐ did not appear. The Court heard the evidence and considered the matter.

Upon consideration of this case, and upon evidence submitted as provided by law, it is the judgment of the Court that a total divorce be granted between the parties to this case. It is hereby ordered that the marriage contract entered into between the parties is hereby set aside from this date, and fully dissolved. The Plaintiff and the Defendant in the future shall be held and considered as separate and distinct persons, altogether unconnected by any nuptial union or civil contract whatsoever, and both shall have the right to remarry.

THE COURT HEREBY FINDS THAT the parties have _____ minor children together, who are listed below:

Child's Name	Date of Birth

THE COURT HEREBY ORDERS THE FOLLOWING:

1. Custody

[Check and complete only one (1) of the following choices.]

- ☐ (a) The _____ shall have sole temporary and permanent custody of the children.
- ☐ (b) The _____ shall have physical custody of the children, and the parties shall have joint legal custody of them. The parties shall consult each other and try to reach a joint decision on all major issues concerning the children's education, health care, and religious upbringing. However, if the parties are not able to reach a joint decision concerning one of these major issues, the _____ shall make the final decisions on the issue.

2. Visitation

[Check and complete only one (1) of the following choices.]

- ☐ (a) The _____ shall have the right of reasonable visitation with the minor children, at any time by mutual consent of the parties, provided that the beginning and ending times of the visitation have been put into writing and signed by both parties before the start of the visitation. In arranging visitation, the parties shall take into consideration the requirements of the children's school work, their activities, and child care arrangements. Unless otherwise agreed by the parties in writing, the drop-off and pick-up for visitation shall be at _____. The _____ shall notify the _____ at least 24 hours in advance of any scheduled visitation if s/he does not intend to exercise that visitation opportunity. The _____ shall arrive to pick up the children for visitation within _____ minutes of the scheduled time, or shall lose that visitation opportunity. If the parties cannot agree on specific visitation, the _____ shall have the right to visitation according to the schedule attached to this *Final Judgment and Decree* as "Exhibit A."
- ☐ (b) No visitation is ordered at this time.
- ☐ (c) The _____ shall have visitation with the minor children as follows:
- _____
- _____
- _____
- _____
- _____

3. Other Parental Rights

[Check (a) or as many of the others below that apply. Do not check (a) if you check any of the others.]

- ☐ (a) None of the parental rights listed below in (b) through (d) is ordered at this time.
- ☐ (b) Addresses and Telephone Numbers – The parties shall provide each other with their current home address and telephone number, as well as a telephone number to call in case of emergency. They shall also notify each other of any change in the address or telephone numbers, at least 30 days prior to the change.
- ☐ (c) Telephone Communication – Neither party shall do anything to interfere with the children communicating with the other party. Each party shall have the right to call and talk to the children when they are in the care of the other party, up to one time each day, between the hours of _____ a.m. and _____ p.m. Calls shall be made at the expense of the calling parent.
- ☐ (d) School Information – Both parties shall have equal access to the school records of the children, and both shall have the right to be provided information by the school concerning their children's progress in school.
- ☐ (e) Health Information – Each party shall be entitled to complete, detailed information from any physician, dentist, or other health care provider attending any of the children. Each party shall notify the other of the children's major illnesses and medical treatments.

4. Child Support

[Check and complete only one (1) of the following choices.]

- ☐ (a) This issue is not addressed in this *Final Judgment*, either because the Court lacks personal jurisdiction over the Defendant, or because the parties have not asked the Court to decide the issue of child support.
- ☐ (b) Application of Child Support Guidelines – The statutory requirements of O.C.G.A. § 19-6-15 have been applied in reaching the amount of child support provided under the *Final Order* in this action. The specifics are as follows:
- (1) Gross Income – The Father’s gross monthly income (before taxes) is \$_____; the Mother’s gross monthly income (before taxes) is \$_____.
- (2) Children – The number of children for whom support is being provided under this order is _____. Their names and dates of birth are as follows:

Child’s Name	Date of Birth

- (3) Attachments – The *Child Support Worksheet* and *Schedules* are attached hereto, along with any other applicable schedules.
- (4) Child Support Amount – The _____ shall pay to the _____, for the support of the minor child(ren) in the sum of _____ dollars (\$ _____) per month, beginning on _____, 20_____, and continued with a payment of _____ dollars (\$ _____) on the first (1st) day of each and every month thereafter until the minor child(ren) reach the age of majority, become self-supporting, marry, die, no longer reside with the _____, or are otherwise emancipated, whichever of these events shall first occur. PROVIDED HOWEVER, that if at the time the parties’ children reach eighteen (18) years of age, s/he has not graduated from high school and is then enrolled full time in high school and progressing toward graduation in the normal course, then such child support shall continue until such time as said child(ren) graduate from high school, are no longer enrolled full time and progressing normally, or attain the age of twenty (20) years, whichever first occurs.
- (5) Deviation from Presumptive Amount

[Check and complete only one (1) of the following choices.]

- ☐ (a) No Deviation – It has been determined that none of the deviations allowed under O.C.G.A. § 19-6-15 applies in this case, as shown by the attached *Schedule E*. The amount of support in Paragraph 3 above is the Presumptive Amount of child support shown on the attached *Child Support Worksheet*.

- ☐ (b) Deviation – It has been determined that one or more of the Deviations allowed under O.C.G.A. § 19-6-15 applies in this case, as shown by the attached *Schedule E*. The Presumptive Amount of Child Support that would have been required under O.C.G.A. § 19-6-15, if the deviations had not been applied, is \$_____ per month, as shown on the attached *Child Support Worksheet*. The attached *Schedule E* explains the reasons for the deviation, how the application of the guidelines would be unjust or inappropriate considering the relative ability of each parent to provide support, and how the best interest of the children who are subject to this child support determination is served by deviation from the Presumptive Amount of Child Support.

(6) Health, Dental, & Vision Insurance for Children

[Check and complete only one (1) of the following choices.]

- ☐ (a) Insurance Available – The following insurance for the children involved in this action is available at a reasonable cost to the _____ through that parent's employer or the PeachCare Program:
- ☐ Health (medical, mental health, and hospitalization) ☐ Dental ☐ Vision
- So long as it remains available to that parent, the _____ shall maintain the types of insurance checked above for the benefit of the minor children, until each child reaches the age of eighteen (18), dies, marries, or otherwise becomes emancipated; except that if a child becomes eighteen years old while enrolled in and attending secondary school on a full-time basis, then the insurance shall be continued for the child until the child has graduated from secondary school or reaches twenty (20) years of age, whichever occurs first.
- (1) The parent who maintains the insurance shall provide the other parent with an insurance identification card or such other acceptable proof of insurance coverage and shall cooperate with the other parent in submitting claims under the policy.
- (2) All money received by one of the parties for claims processed under the insurance policy shall be paid within five (5) days after the party receives the money, to the other party (if that other party paid the applicable health care service provider) or to the applicable health care provider (if the provider has not been paid by one of the parties).
- ☐ (b) Insurance Not Available – Insurance (other than Medicaid) is not available at this time to either party at a reasonable cost. If health insurance for the children later becomes available to the parent who is required to pay child support for these children, then that parent must obtain the following types of insurance, unless it is then being provided by the other parent:
- ☐ Health (medical, mental health, and hospitalization) ☐ Dental ☐ Vision.
- When insurance has been obtained by either party, Paragraphs 4(b)(6)(a)(1) and (2) shall apply.
- ☐ (c) Insurance Not Available – This issue is not addressed in this *Final Judgment*, either because the Court lacks personal jurisdiction over the Defendant, or because neither party has asked the Court to address the issue of children's health care expenses in this action.
- When insurance has been obtained by either party, Paragraphs 4(b)(6)(a)(1) and (2) shall apply.

- (7) Uninsured Health Care Expenses – The Father shall pay _____% and the Mother shall pay _____% of all expenses incurred for the children’s health care (including medical, dental, mental health, hospital, and vision care) that are not covered by insurance. The party who incurs a health care expense for one of the children shall provide verification of the amount to the other party. That other party shall reimburse the incurring party (or pay the health care provider directly) for the appropriate percentage of the expense, within thirty (30) days after receiving the verification of a particular health care expense.
- (8) Parenting Time Amounts – The approximate number of days of parenting time per year according to the *Visitation Order* is _____ days for the Father and _____ for the Mother.
- (9) Continuing Garnishment for Child Support – Whenever, in violation of the terms of the order, there shall have been a failure to make payments, so that the amount unpaid is equal to or greater than the amount payable for one month, the payments required to be made may also be collected by the process of continuing garnishment for support.
- (10) Income Deduction Order

[Check and complete only one (1) of the following choices.]

- ☐ (a) An *Income Deduction Order* shall be entered by the Court, under O.C.G.A. § 19-6-32, for payment of child support and alimony (if any) provided. The *Income Deduction Order* shall take effect:
- ☐ (1) immediately upon entry by the Court.
- ☐ (2) upon accrual of a delinquency equal to one month’s support. The *Income Deduction Order* may be enforced by serving a *Notice of Delinquency*, as provided in O.C.G.A. § 19-6-32(f).
- ☐ (b) The parties agree that an *Income Deduction Order* is not immediately necessary.
- ☐ (c) The Court finds that there is good cause to not require income deduction, having determined that income deduction will not serve the children’s best interests and that there has been sufficient proof of timely payment of any previously ordered support.

5. Life Insurance for the Benefit of the Children

[Check and complete only one (1) of the following choices.]

- ☐ (a) This issue is not addressed in this *Final Judgment*, either because the Court lacks personal jurisdiction over the Defendant, or because neither party has asked the Court to address the issue of life insurance for the benefit of the children in this action.
- ☐ (b) The children depend on the _____ for financial support, and therefore the _____ shall maintain a policy of insurance on his/her life, with a face amount of at least \$_____, for the benefit of the minor children. The policy shall be maintained for as long as at least one of the children is a minor or is otherwise entitled to support under this *Final Judgment*.
- ☐ (c) The children depend on both of the parties for financial support, and therefore each party shall maintain a policy of insurance on his/her life, with a face amount of at least \$_____, for the benefit of the

minor children. Both policies shall be maintained for so long as at least one of the children is a minor or is otherwise entitled to support under this *Final Judgment*.

6. Alimony

[Check and complete only one (1) of the following choices.]

- ☐ (a) The issue is not addressed in this *Final Judgment*, either because the Court lacks personal jurisdiction over the Defendant, or because neither party has asked the Court to address the issue of alimony in this action.
- ☐ (b) The _____ shall pay to the _____ as alimony, the sum of _____ dollars (\$ _____) per month, beginning on _____, 20_____, and continuing monthly thereafter:
- ☐ (1) until the recipient remarries or dies.
 - ☐ (2) for a period of _____.
 - ☐ (c) Neither party is entitled to receive alimony from the other party.

7. Property Division

[Check and complete only one (1) of the following choices.]

- ☐ (a) This issue is not addressed because the Court does not have personal jurisdiction over the Defendant.
- ☐ (b) The parties have already made a division of their marital property, including any real estate, vehicles, household furniture, furnishings, household goods, equipment, bank accounts, pensions, and other personal property. Neither party shall claim any of the property in the possession of the other party as of the date of this *Final Judgment*.
- ☐ (c) The parties possess various items of marital property, which shall be divided as provided in this *Final Judgment*. The parties shall transfer possession and title to their property as follows:
- ☐ (1) Marital Home – The marital home of the parties, located at the following address:

_____,
which has the following legal description on the deed to the property:

shall be conveyed to the _____ in fee simple. The _____ shall be responsible for all taxes, assessments, and mortgage loan payments on the home after the date of _____, 20_____.

- ☐ (A) The _____ shall have a lien against the home in the amount of _____ dollars (\$ _____). Upon the sale or transfer of the home, the lien shall be paid.

- ☐ (B) The _____ shall immediately begin making reasonable efforts to refinance the outstanding mortgage(s) on the marital home, so that the _____ shall no longer be liable on the mortgage loan(s). If the _____ is not able to refinance by _____, 20_____, the home shall then be listed for sale at a reasonable price, and all reasonable offers to purchase the home shall be accepted until sold.
- ☐ (2) Mobile Home – The parties’ mobile home, which is described as a _____, with Vehicle Identification Number (VIN) of _____ shall be transferred to the _____. The _____ shall be responsible for all loan payments on the mobile home after the date of _____, 20_____.
- ☐ (3) Vehicles – The vehicles owned by the parties shall be transferred or retained as follows:

Year/Make/Model of Vehicle	Vehicle ID # (VIN)	Goes To

- ☐ (4) Other Personal Property – The parties own various other items of personal property, which shall be transferred to the party listed below, on or before _____, 20_____.

To the wife, as follows:

To the husband, as follows:

Except as otherwise specifically provided in this *Agreement*, the transfers listed above shall be completed no later than _____, 20_____, and each party shall

execute all documents necessary to promptly complete the transfer. Upon the failure of either party to execute and deliver any deed or other document necessary to complete the transfers required by this Final Judgment, this Judgment shall constitute and operate as the properly executed document. The county auditor, county recorder, Department of Motor Vehicles, and all other public and private officials are authorized and directed to accept this Judgment or a properly certified copy of it in lieu of the document regularly required for the conveyance or transfer.

Except as provided in this Judgment, the parties have divided their marital property, including any real estate, vehicles, household furniture, furnishings, household goods, equipment, bank accounts, pensions, and other personal property. Neither party shall claim any of the property in the possession of the other party as of the date of signing this Final Judgment, excepted as provided in this Final Judgment.

8. Debts

[Check and complete only one (1) of the following choices.]

- ☐ (a) This issue is not addressed in this *Final Judgment* because the Court does not have personal jurisdiction over the Defendant.
- ☐ (b) The parties have no outstanding joint or marital debts.
- ☐ (c) The responsibility for payment of the parties' joint and marital debts shall be as follows:

Creditor	Amount	Responsible Party

The responsible party listed above for each debt shall hold the other party harmless for any collections on that debt. If legal action is brought against the other party to recover that debt, the responsible party agrees to indemnify or hold the other party harmless and, in addition, to pay all attorney's fees and costs of collection which the other party may incur as a result of the legal action.

9. Bankruptcy Construction of this Judgment

The Court finds that, but for the payments and transfers provided in this *Final Judgment*, the receiving party's financial independence would be impaired. Therefore, it is the Court's intention that if either party ever seeks bankruptcy

protection, the amounts payable under this *Agreement* should not be dischargeable in a bankruptcy under 11 U.S.C. § 523(a)(5), as the payments are in the nature of spousal or child support and maintenance. Alternatively, the payments should be non-dischargeable in bankruptcy under 11 U.S.C. § 523(a)(15).

10. Restraining Order

[Check and complete only one (1) of the following choices.]

- ☐ (a) No permanent restraining order is entered in this action.
- ☐ (b) The _____ shall be permanently restrained and enjoined from assaulting, beating, wounding, threatening, harassing, and stalking the _____. This provision shall be enforceable by the Court's contempt power.

11. Restoration of Name

The Wife's former name of _____ shall be restored.

The Court has reviewed the foregoing *Final Judgment and Decree*, and it is hereby made the order of this Court.
This Order entered on _____ day of _____, 20_____.

Judge, Superior Court
Cobb Judicial Circuit